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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CITY PRINTS, LLC, a New York
Limited Liability Company;

Plaintiff,

vs.

SHOSHO FASHION, INC., a
California Corporation; ROSS
STORES, INC., a Delaware
Corporation; L'PATRICIA, INC., a
Texas Corporation; and DOES 1-10,
inclusive,

Defendants.

Case No. 2:15-cv-09242 RGK (ASx)

**JOINT REPORT PURSUANT TO
FRCP RULE 26(f) AND LOCAL
RULE 26-1**

Judge: Hon. R. Gary Klausner
Location: 255 East Temple St.
Courtroom: 850
Date: March 28, 2016
Time: 9:00 AM

1 By and through their attorneys of record, the parties hereby submit this Rule 26(f)
 2 Joint Scheduling Report following the conference of counsel required by Rule 26(f)
 3 of the Federal Rules of Civil Procedure, Central District Local Rule 26-1, and this
 4 Court's Order setting a Scheduling Conference.

5 1. SUBJECT MATTER JURISDICTION

6 This action arises under the Copyright Act of 1976, Title 17 U.S.C. § 101 *et*
 7 *seq.* Accordingly, this Court has federal question jurisdiction under 28 U.S.C. §§
 8 1331, 1338(a) and (b).

10 2. CHRONOLOGY OF FACTS AND FACTS IN DISPUTE

11 A. Plaintiff's Contentions

12 Plaintiff filed the instant action on November 30, 2015.

13 Plaintiff alleges that the named Defendants have, without proper authorization,
 14 copied, purchased, marketed, and/or sold among each other and to the general public
 15 as customers clothes bearing a design entitled "P11201," registered by Plaintiff with
 16 the U.S. Copyright Office (Reg. No. VA 1-879-256)(the "Disputed Goods").

17 B. Defendants' Contentions

18 Shosho is a re-seller of the Disputed Goods. Shosho contends that it did not
 19 design or manufacture the the Disputed Goods, and that it purchased the Disputed
 20 Goods from China and re-sells them in the U.S. with no knowledge of Plaintiff's
 21 design or of the Disputed Goods. Shosho also contends that it stopped purchasing
 22 and re-selling the Disputed Goods upon receiving Plaintiff's notification of Plaintiff's
 23 design. In addition, Shosho contends that its sales volume of the Disputed Goods is
 24 relatively small. Shosho further contends that it has little or virtually no control over
 25 the designer and manufacturer of the Disputed Goods.

26 Currently, Plaintiff has only served Shosho. Therefore, Shosho responds to
 27 Plaintiff's allegations and/or contentions from Shosho's perspective. Should Plaintiff
 28

1 add any parties to this action, Shosho reserves its right to supplement its responses as
2 needed.

3
4 3. STATEMENT OF DISPUTED POINTS OF LAW

5 The key legal issues are: whether defendants have infringed, directly or
6 indirectly, Plaintiff's copyright (Reg. No. VA 1-879-256). The key legal issues
7 disputed by Plaintiff are set forth above.

8 Defendants' Contentions

9 Shosho contends that the Disputed Goods in the case are not substantially
10 similar to Plaintiff's design. Shosho further contends that Shosho did not infringe
11 Plaintiff's design as Shosho is merely a re-seller who did not design or manufacture
12 the Disputed Goods, who had no knowledge of Plaintiff's design prior to receipt of
13 Plaintiff's notification of Plaintiff's design, and who stopped re-selling the Disputed
14 Goods upon receipt of Plaintiff's notification. Shosho also contends that it has little
15 or virtually not control of the manufacturer of the Disputed Goods. Under the
16 circumstances, Shosho contends that there is no secondary liability or will
17 infringement.

18
19 4. MOTIONS

20 Plaintiff anticipates filing a Motion for Summary Judgment on the issue of the
21 liability of Defendants for copyright infringement. Plaintiff also anticipates filing a
22 motion to amend the complaint to add new parties.

23 Defendants' Contentions

24 Shosho anticipates filing an early Motion for Partial Summary Judgment for
25 non-infringement of copyright and/or for a Judgment on damages – as Shosho
26 contends the damages are very little.

27
28 5. ANTICIPATED CHANGES TO PLEADINGS AND PARTIES

1 Plaintiff anticipates to file an amended complaint to add parties that have
2 identified as contributing to the infringement of Plaintiff's Subject Design.

3
4 6. INITIAL DISCLOSURE COMPLIANCE

5 The parties have agreed to serve their Initial Disclosures no later than April 4,
6 2016.

7
8 7. DISCOVERY

9 No discovery has been propounded by either party at this time.

10 In accordance with Rule 26(a)(1)(C), the parties agree to serve their initial
11 disclosures by April 4, 2016. The parties do not believe that any changes in the
12 disclosures under Rule 26(a)(1) should be made. The parties do not believe that
13 discovery should be conducted in phases, or otherwise be limited. The parties believe
14 that the Federal Rules of Civil Procedure should apply with respect to the limitations
15 and procedures for written discovery, fact depositions, and expert depositions.

16 The anticipated deponents include the parties, the timing of which has yet to be
17 decided. The parties anticipate written discovery requests, including requests for
18 admission, document requests, and interrogatories pertaining to: the facts and
19 circumstances surrounding the copyright application, registration, and commercial
20 use of the Subject Design and the prosecution and enforcement thereof; the alleged
21 harm Plaintiff suffered as a result of Defendant's alleged wrongful conduct; and the
22 advertisement, sale, offering for sale, and purchase of the infringing garment. A
23 proposed schedule for completion of all discovery is contained in Exhibit A and
24 attached hereto.

25 The parties do anticipate this case will involve the discovery of confidential
26 commercial information and therefore intend to seek a Protective Order to address the
27 parties' respective claims of confidentiality and trade secrets with respect to
28 documents and information that they anticipate will be sought by way of discovery.

1 The parties agree that service of discovery and discovery responses and
2 document productions shall be effectuated by email to counsel for the parties;
3 provided the receiving party confirms receipt of the email.
4

5 8. RELATED CASES

6 There are no related cases or proceedings pending before another judge of this
7 court, or before another court or administrative body.
8

9 9. RELIEF SOUGHT

10 Plaintiff cannot state a specific damage amount at this time as it has not yet
11 obtained Defendant's documents showing the quantity of products produced,
12 marketed, and sold by Defendants, and the amount of profits and costs that were
13 incurred. After finishing discovery, Plaintiff will seek general/special damages,
14 including disgorgement of profits, market damage, and/or statutory damages, as well
15 as other damages the court may deem proper such as litigation costs, punitive
16 damages, and permanent injunction.
17

18 10. STATUS OF CERTIFICATION OF INTERESTED PARTIES

19 Plaintiff has filed its Certification of Interested Parties disclosing the following
20 entities:

- 21 1. CITY PRINTS LLS (Defendant)
- 22 2. SHOSHO FASHION, INC. (Defendant)
- 23 3. ROSS STORES, INC. (Defendant)
- 24 4. L'PATRICIA (Defendant)
- 25
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27 11. TIMETABLE

28 Discovery Cut-off: December 13, 2016

1 Motion Hearing Cut-off: January 27, 2017

2 Final Pretrial Conference: March 5, 2017

3 Trial Date: March 13, 2017

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5 12. TRIAL ESTIMATE

6 The parties request a jury trial and estimate a trial of no more than 4 days.

7 Plaintiff anticipates calling 1-3 witnesses.

8

9 13. SETTLEMENT/ADR

10 The parties are discussing preliminary settlement. The parties have already
11 participated in a mediation session, but were unable to reach a resolution. To the
12 extent that a settlement is not reached, the parties are amenable to ADR Procedure
13 #2—the parties shall appear before a neutral selected from the Court’s Mediation
14 Panel. The parties agree that mediation in this case shall be completed no later than
15 45 days prior to the final pretrial conference, consistent with Civil L.R. 16-12.5.

16 Furthermore, Shosho has offered to settle this case with Plaintiff based on
17 disgorgement of its profits. Plaintiff has rejected this offer.

18

19 14. MANUAL FOR COMPLEX LITIGATION

20 The parties do not believe that the Manual for Complex Litigation should be
21 utilized in this case.

22

23 15. DISPOSITIVE MOTIONS

24 Plaintiff anticipates filing a Motion for Summary Judgment on the issue of the
25 liability of Defendants for copyright infringement, given that (a) Plaintiff owns a
26 valid copyright in the Subject Design, and (b) Defendants were found to be
27 producing, manufacturing, distributing, and/or offering for sale garments that bore a
28 design virtually identical to Plaintiff’s copyrighted design.

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2 16. UNUSUAL LEGAL ISSUES PRESENTED

3 The parties do not anticipate any unusual substantive, procedural, or
4 evidentiary issues.
5

6 17. OTHER ISSUES

7 The parties do not anticipate severance, bifurcation, or other ordering of proof.
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9

10 Dated: March 16, , 2016

11 By: /s/ C. Yong Jeong
12 C. Yong Jeong
13 Attorney for Plaintiff Neman
Brothers & Assoc., Inc.

14 Dated: March 16, 2016

15 By: /s/ Robert W. Chong
16 Robert Chong
17 Attorney for Defendant Sho Sho
Fashion, Inc.

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18 I hereby attest that all signatories listed above, on whose behalf this notice is being
19 submitted, concur in the filing's content and have authorized the filing.

20 Dated: March 21, 2016

21 By: /s/C. Yong Jeong
22 Chan Yong Jeong
23 Attorney for Plaintiff
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